

CONTRACT #1
RFS # 359.10-177
FA (Number Pending)

**Department of Children's
Services**

VENDOR:
Vanderbilt University
Institute for Public Policy
Studies (VIPPS)

REQUEST: NON-COMPETITIVE CONTRACT**RECEIVED****APPROVED****DEC 18 2007****FISCAL REVIEW****Commissioner of Finance & Administration****Date:**

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	359.10-177	
2) State Agency Name :	Department of Children's Services (DCS)	
3) Service Caption :	System to Evaluate Evidence Based Programs as Required by Public Chapter 585	
4) Proposed Contractor :	Vanderbilt University, Institute for Public Policy Studies (VIPPS)	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	February 1, 2008	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	January 31, 2013	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	425,000.00	
8) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :		
Consultation, training and assistance to DCS Juvenile Justice programs in classifying state operated and contracted programs into Standardized Program Evaluation Protocol (SPEP) program service categories; education of stakeholders on SPEP project and on its development, application, meaning and purpose; establishing procedures to acquire initial SPEP ratings of programs and interpretation of the scores; and using initial SPEP scores as a basis for making program improvements from options contained in the SPEP guidelines.		
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :		
Public Chapter 585, which became effective July 1, 2007, prohibits any agency that administers funds related to the prevention, treatment or care of delinquent juveniles from expending state funds on any programs, service models or delivery systems to reduce juvenile delinquency that are not based on scientifically proven evidence, research, or theory. The act requires implementation over a four-year period, from FY 2010 through FY 2013. The act further requires that DCS consult with the Administrative Office of the Courts (AOC), Tennessee Commission on Children and Youth (TCCY), treatment providers and "appropriate research experts" to determine which current programs meet those criteria. DCS shall report the findings to the Governor and specified legislative committees no later than January 1, 2009		
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :		
DCS has not purchased this service previously.		

12) Name & Address of the Proposed Contractor's Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Vanderbilt University, Institute for Public Policy Studies
110 21st Avenue South
Nashville, TN 37203

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

Dr. Mark Lipsey is the Director of the Center for Evaluation Research and Methodology, and a Senior Research Associate, at the Vanderbilt Institute for Public Policy Studies and will be the lead for this contract.

For more than 20 years Dr. Lipsey has conducted research and systematic review aimed at identifying effective programs for juvenile offenders and the characteristics that make them effective. For more than a decade Dr. Lipsey and the Vanderbilt team have worked on the construction and meta analysis of a database of evaluation findings for intervention programs to prevent or reduce delinquency. The meta-analysis results are derived from a database that includes over 150 items of information on each of the nearly 600 controlled studies of program effects. Analyses with the database have identified characteristics of delinquency programs that are strongly associated with reductions in recidivism.

Vanderbilt University, under the direction of Dr. Mark Lipsey, has developed a protocol to effectively achieve this type of evaluation and program improvement of juvenile treatment in a justice setting. The Standardized Program Evaluation Protocol (SPEP) is a practical method of evaluating Juvenile Justice and delinquency prevention program against best practices. The SPEP provides a protocol for assigning points to programs according to how closely their characteristics match those associated with the best outcomes in research. After a program is scored with the SPEP, practice improvement recommendations are given to the provider with the goal of increasing the SPEP score. As recommendations are implemented by the provider, the SPEP is again used to score the program. As the provider's program SPEP score increases, based on the meta-analysis, the programs effectiveness in reducing delinquency also increases.

The Federal Office of Juvenile Justice and Delinquency Prevention has been promoting the implementation in all States of requirements similar to Public Chapter 585, and both are utilizing Dr. Mark Lipsey and the Vanderbilt Institute for Public Policy Studies to achieve the necessary outcomes. To date, only two states Arizona and North Carolina have done so. The State of North Carolina, in partnership with Dr. Lipsey, has implemented SPEP and the State of Arizona is currently working with Dr. Lipsey to implement SPEP in that state.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

DCS has made no effort to identify reasonable, competitive, procurement alternatives.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

DCS must take immediate action to implement Public Chapter 585 in order to meet the specified deadlines.

VIPPS and Dr. Lipsey have the knowledge and experience to provide the service necessary to implement the evaluation process required under the new law. VIPPS and Dr. Lipsey, are capable of providing this service by using an instrument known as the Standardized Program Evaluation Protocol (SPEP). The SPEP is a practical method for evaluating delinquency prevention and treatment programs against known evidence based programs. It was developed using meta-analysis evaluation findings over a ten-year period. The SPEP provides a protocol for assigning points to existing programs according to how closely their characteristics match those in recognized evidence based programs. After being scored, the provider is given recommendations as to how the program could be improved and thereby improve the score. As improvements are made, the SPEP is re-administered and additional improvements may be made as necessary. As the score increases, the program's effectiveness at reducing delinquency should also increase.

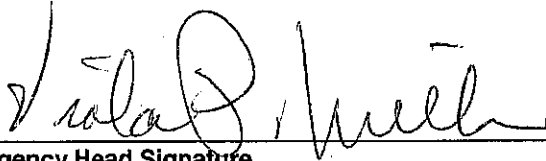
There are currently over 100 providers who receive state funds that will have to be evaluated over the next 11 months. This will require

a review of services they currently provide and a comparison with the components of programs that are proven to be evidence based. Neither the providers nor DCS have the knowledge or expertise to undertake this evaluation. Expert consultants that are experienced in this work are needed to guide this effort.

Based on the time frame in which we must complete the evaluations and report the findings to the Governor, the proximity, availability and extensive experience (see #13) of Vanderbilt University and Dr. Lipsey, it would be in the best interest of the state to contract with Vanderbilt University.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

12/18/07

Date



RECEIVED

DEC 18 2007

FISCAL REVIEW

**State of Tennessee
Department of Children's Services
Cordell Hull State Office Building, 7th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-1290
Viola P. Miller, Commissioner**

December, 18, 2007

Memorandum

To: James White, Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN 37243

From: Steven Hornsby
Deputy Commissioner
Division of Juvenile Justice

Regarding: Submission of Non-Competitive Request Within Sixty Days of Contract Start Date.

Public Chapter 585 was enacted in the 2007 session of the General Assembly and prohibits DCS from expending state funds for all programs related to the prevention, treatment or care of delinquent juveniles service models, or delivery systems reduce juvenile delinquency, that are not based on scientifically proven evidence based programming. DCS is allowed to utilize pilot, research, and theory based treatment models as long as the goal of identification and expansion of the number and types of evidence based models is maintained.

Further, this department is required to determine which of the current programs currently funded, meet the requirements of being evidence based, and must engage and consult with the following: the Administrative Officer of the Court (AOC); the Tennessee Commission on Children and Youth (TCCY); various treatment providers; and "appropriate research experts", to determine which of our current programs meet the requirements of being evidence based. Lastly, this department must report the findings of this endeavor to the governor and specific legislative committees no later than January 1, 2009.

As noted above, DCS is submitting the accompanying Non-Competitive Fee-for-Service Contract and Request: Non-competitive Contract Form within sixty days of the contracts start date. Since the previous legislative session ended DCS has invested a significant amount of staff time evaluating the law's requirements and determining the scope of the response required to comply with Public Chapter 585. Efforts have been invested in reviewing the efforts of other states have done when similar legislation has been passed, including the actions taken, and the outcomes to date regarding services evaluated. Efforts were also undertaken to identify the pool of "appropriate research experts" and identify the potential expert(s) that could provide the necessary services that would fulfill the legislative requirements and provide the State with the best possible service. In addition, DCS also evaluated the service requirements to determine the extent to which the services legislated required hardware changes in existing information system designs or if these services could be provided using existing hardware. To our States' good

fortune, the expert research entity utilized in two states to date has been the Vanderbilt Institute of Public Policy Studies (VIPPS). Equally important, VIPPS has expressed interest in providing these services to the State of Tennessee. Other significant factors have been the development of the scope of services, which involved the review of services required in the states having already provided these services, evaluating what needs the department would have in addition, and negotiations with the VIPPS staff and other Vanderbilt departments over different aspects of the resultant contract.

We know from the experience of other states that the evaluation will take time. It is anticipated that using a February 1, 2007 start date will provide an adequate time frame in which DCS can meet the requirements of PC 585. However, DCS has a very strong concern that should we be required to initiate services as late as March 1st, we would not have time for a full evaluation by VIPPS and have the involvement and review by the other stakeholders required by this legislation. Consequently, DCS is requesting that the contract be approved immediately for the above stated reasons.

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DEC 18 2007

FISCAL REVIEW



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES

Office of General Counsel
7th Floor, Cordell Hull Building
436 6th Avenue North
Nashville, TN 37243
(615) 741-7236
Fax: (615)-532-2348

MEMORANDUM

TO: Kathy Jones, Director

FROM: ^{slm} Stacy Miller, General Counsel

DATE: December 17, 2007

RE: **Contract for services in accordance with Public Chapter 585**

In regards to the proposed contract between our Agency and the Vanderbilt Institute for Public Policy, it is my legal opinion that paragraph E. 14, paragraph 2, is essential to this contract as it clearly identifies the ownership and control of any copyrights and patents related to this contract.

DRAFT DRAFT DRAFT DRAFT

CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CHILDREN'S SERVICES AND

VANDERBILT UNIVERSITY INSTITUTE FOR PUBLIC POLICY STUDIES

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the "State" and Vanderbilt University Institute for Public Policy Studies, (VIPPS) hereinafter referred to as the "Contractor," is for the provision of Standardized Program Evaluation Protocol (SPEP), as further defined in the "SCOPE OF SERVICES."

The Contractor is nonprofit organization

Contractor Federal Employer Identification or Social Security Number: 62-0476822

Contractor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

Public Chapter 585, enacted in the 2007 session of the General Assembly prohibits DCS from expending state funds for all programs, related to the prevention, treatment or care of delinquent juveniles service models, or delivery systems reduce juvenile delinquency, that are not based on scientifically proven evidence based programming, but allows for the utilization of pilot, research, and theory based treatment models as long as the goal of identification and expansion of the number and types of evidence based models is maintained. DCS must consult with the Administrative Officer of the Court (AOC), Tennessee Commission on Children and Youth (TCCY), treatment providers and "appropriate research experts" to determine which current programs meet the requirements of being evidence based. DCS shall report the findings to the governor and specified legislative committees no later than January 1, 2009.

The Contractor will provide:

- A.1. All service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. Identification of current programs meeting evidence-based criteria as required by Public Chapter 585, and establishment of a foundation for similar ongoing evaluations by the State.
 - A.2.a. Consultation, training and assistance to DCS in classifying contracted programs into SPEP program service categories, specifically, the:
 - A.2.a.i. Provision of the SPEP program service categories and definitions;
 - A.2.a.ii. Assistance and training to DCS regarding the The classification of programs according to the primary and supplemental SPEP service categories that are most applicable.
 - A.2.a.iii. Identification of the content of current services provided through contractual agreements, and determining the relative emphasis each service receives.
 - A.2.a.iv. further development of SPEP service categories will be provided and undertaken as needed and where possible, to provide matches for contracted program types not already covered. Classifications would be performed by DCS.
 - A.2.b. Conduct three in-state trainings sessions, for SPEP stakeholders, including but not limited to, state employees, providers, courts, to educate stakeholders on the SPEP project, its development, application, meaning and purpose.

- A.2.b.i. Provide an overview (initial orientation) of the entire SPEP process and foundation for providers, probation staff, judges and stakeholders involved with the SPEP project and on its application, meaning and purpose. DCS Juvenile Justice staff would be trained simultaneously.
- A.2.b.ii. Provide ad hoc assistance and follow-up troubleshooting by phone and on-site as needed to all appropriate parties.
- A.2.c. Conduct and publish the evaluation of current programs and whether each meets the evidence-based criteria by January 1, 2009. The report shall include, at a minimum, an executive summary, a discussion of the evaluation methodologies, evaluations of each program, descriptions of the findings of evaluations of similar programs, and initial recommendations on how providers and programs can modify themselves to be more consistent with best practices as shown by the evidence. Appendices shall present detailed evaluation information for service categories of programs and for individual programs.
- A.3. Develop guidelines and methodologies for ongoing evaluation of all current and potential providers and programs, whether operated by the State, other governments, or private providers, to assess the extent to which those programs and providers are evidence-based; and to maintain and refine that system of guidelines and methodologies for ongoing evaluation over time.
 - A.3.a. Assist in interfacing the program service data from TNKids and SACWIS with the electronic SPEP program rating application as follows:
 - A.3.a.i. Assist with the adaptation of available program service data from TNKids for application to the SPEP ratings, including, e.g., frequency and duration of services, risk level, age, and any other data required by the SPEP guidelines.
 - A.3.a.ii. Assist DCS' Information Services staff in interfacing the TNKids data with the electronic SPEP program rating application, and
 - A.3.a.iii. Assist the State in developing its Statewide Automated Child Welfare Information Systems (SACWIS), or other systems, as data collection tools and databases for workload, output, outcome, and other measures that can be used in evaluating the effectiveness of programs and facilities.
 - A.3.b. Assist DCS DJJ in establishing procedures to acquire initial and subsequent SPEP ratings of programs and interpretation of the scores.
 - A.3.b.i. Assist with determining the most useful ways of presenting and communicating SPEP ratings and implications. This process must emphasize the statutory mandates and statewide juvenile justice continuum considerations.
 - A.3.c. Assist the State in developing, implementing, and sustaining ongoing evaluation systems based on periodic monitoring, scoring, and evaluating programs, using meta-analysis of similar programs elsewhere.
 - A.3.c.i. Assist in developing internal performance measurement systems to gather, summarize, analyze, audit, and report performance metrics for use by DJJ in determining the effectiveness of programs. The performance metrics may include input, workload, output, efficiency, and effectiveness or outcome measures.
 - A.3.c.ii. Assist in developing systems and processes to encourage providers to develop program improvement and remediation plans for improvement of their operations.
 - A.3.d. Conduct an on-site training session plus offsite telephone consultation to DCS-DJJ and DCS providers in the SPEP rating process using the initial SPEP scores as a basis for making program improvements from options contained in SPEP guidelines.
 - A.3.d.i. Assistance and consultation to DCS regarding the areas of program improvement necessary to re-configure program profiles to correspond more closely to the characteristics that the research evidence indicates should constitute the "best practices" for juvenile justice programs. The consideration of program improvement options will include primary

consideration to statutory mandates and statewide juvenile justice continuum considerations. Possible outcome options for DCS include:

- switching to a more effective primary service,
- adding an appropriate supplemental service component (or changing the existing supplemental service),
- arranging to deliver a more optimal amount of service, or
- more specific targeting of clients in order to serve youths who are likely to benefit most from the services.

A.3.e. Provide assistance toward the development of DCS procedures to establish baseline recidivism rates and future recidivism rates for specified periods following SPEP implementation to be used as a primary, but not the sole measure of effectiveness in the programs being rated.

A.3.e.i. Assist in the analysis of program ratings, including if requested by DCS, the provision of summaries at the program level indicating the overall relative fit between implemented programs and the SPEP guidelines as well as summaries on the range and frequency of implemented program characteristics. These procedures will prepare DJJ to update baseline recidivism rates, for, but not limited to, juveniles in current programs on an ongoing basis.

A.4. Provide overall project coordination and training direction

A.5. Monthly written reports. The Contractor shall provide monthly written reports to the DCS Division of Juvenile Justice. Such reports will commence thirty (30) days after the contract begins. The Contractor agrees that the monthly written reports, shall include, but not be limited to, the activities of the project as agreed upon with DCS.

A.6. Dr. Mark W. Lipsey, Director, Vanderbilt Institute for Public Policy Studies (VIPPS) will be the Principal Investigator for the Contractor.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on February 1, 2008 and ending on January 31, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Hundred Twenty-five Thousand Dollars (\$425,000.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount Per Day (per compensable increment)
Senior Research Associate/ Consultation /Technical Assistance/Training	\$ 888.00 per DAY
Research Associate/ Consultation /Technical Assistance/Training	\$369.00 per DAY
Consultant/Consultation	\$978.00 per DAY

- c. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.
- d. The Contractor shall not be compensated for travel time to the primary location of service provision.

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. .

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, Attachment A., with all necessary supporting documentation, to:

State of Tennessee
Department of Children's Services
Accounts Payable
Cordell Hull State Office Building, 7th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-1290

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Children's Services, Division of Juvenile Justice;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);

- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service Description for each service invoiced;
 - ii. Number of Units, Increments, or Milestones of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) for each service invoiced;
 - iv. Amount Due by Service;
 - v. Travel Compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations;" and
 - vi. Total Amount Due for the invoice period.

- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- f. The Contractor shall submit invoices, Attachment (A), no later than thirty days after the end of the calendar month in which the invoiced services was delivered. Notwithstanding payment rates herein, in the event of any failure by the Contractor to comply with said requirement, the Contractor shall forfeit payment for the service.

- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination. Should the State exercise this provision, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Contractor exercise this provision, the State shall have no liability to the Contractor except for those units of service which can be effectively used by the State. The final decision as to what these units of service are, shall be determined by the State. In the event of disagreement, the Contractor may file a claim with the Tennessee Claims Commission in order to seek redress.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability

and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Steven Hornsby, Deputy Commissioner Juvenile Justice
 Department of Children's Services
 9th Floor Cordell Hull Building
 436 6th Avenue North
 Nashville, TN, 37243
 Telephone # 615-741-8303
 FAX # 615-253-1717

The Contractor:

Dr. Mark W. Lipsey, Director
 Vanderbilt Institute for Public Policy Studies (VIPPS)
 Center for Evaluation Research and Methodology

1207 18th Avenue South
 Nashville, TN 37212
 (615)-343-2696 (phone)
 (615)-322-8081 (fax)
 mark.lipsey@vanderbilt.edu

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.
- The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.
- E. 6. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.

- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.7. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.8. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.9. Intellectual Property Rights

- a. The Contractor warrants that the use of the SPEP program service categories and definitions and any other intellectual property employed by the Contractor and by the State in accordance with this Contract does not infringe upon any intellectual property rights. The Contractor shall defend and indemnify the State in the event of a suit claiming such infringement in which the State is a defendant. The State will give the Contractor written notice of any such suit and full rights and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the State of Tennessee may participate in the defense of any such action on behalf of the State without charge to the Contractor.

- b. If in Contractor's opinion, the equipment, materials, or information mentioned here is likely to or does become the subject of a claim of infringement of a trademark(s), patent or copyright, then, without diminishing Contractor's obligation to satisfy any final award, Contractor may, with the State's written consent, substitute other equally suitable equipment, materials, and information, or at Contractor's option and expense, obtain the right for Contractor or the State to continue the use of such equipment, materials, and information in the performance of this contract
- E.10. Annual Report and Audit. The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Contractor shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractor shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.12. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract
- E.13. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the

Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*

- E.14. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

Title to and the right to determine the disposition of any copyrights or copyrightable material first produced or composed in the performance of the Research solely by faculty, staff or students of Vanderbilt shall vest with Vanderbilt and be the separate property of Vanderbilt ("Copyright"). To the extent that Vanderbilt has the legal right to do so, Vanderbilt shall grant to the Sponsor a six (6) month option to negotiate the terms of a license agreement with respect to such Copyright beginning on the date the Sponsor receives notification of such Copyright from Vanderbilt ("Option Period"). In the event that the Sponsor and Vanderbilt are unable to agree to terms for such license within the Option Period, then, Vanderbilt shall be free to negotiate a license with any other party and Sponsor shall have no further rights in such Copyright.

- E.15. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.16. Criminals Records Check. The State may require Contractor to provide identifying information, including, but not limited to fingerprinting, for any individuals working in DCS facilities or having access to such information for the purposes of conducting a criminal history records check for security purposes. The Contractor agrees to cooperate with such requests.

IN WITNESS WHEREOF:

VANDERBILT UNIVERSITY:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CHILDREN'S SERVICES:

Viola P. Miller, Commissioner

DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

DEBORAH E. STORY, COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES
Juvenile Justice Division
Cordell Hull Building
436 Sixth Avenue North
Nashville, Tennessee 37243-1290

ATTACHEMENT A FEE-FOR-SERVICE INVOICE

CONTRACTOR INVOICE NUMBER _____
CONTRACTOR Assigned Account/Customer # _____
INVOICE DATE _____

Contractor Name: _____

Contract Number: _____

Remittance Address: _____

Contractor Tax ID or SSN: _____

City, State, Zip Code: _____

Contractor Contact _____

Program Type: _____

Phone Number: () _____

Contract Invoice Period From _____

Cell Phone: () _____

To: _____

Fax Number: () _____

E-mail Address: _____

SERVICES

[A] NAME & TITLE OF INDIVIDUAL	[B] SERVICES AUTHORIZED	[C] INVOICE /SERVICE DATE (S)	[D] UNITS/HOURS AUTHORIZED	[E] NUMBER OF Units provided	[F] Unit Cost/Hourly Rate	[G] AMOUNT AUTHORIZED
					TOTAL PAYMENT	\$

STATE AUTHORIZATION: _____ () - _____

DCS SIGNATURE AUTHORIZATION DATE _____ PHONE # _____

CONTRACTOR SIGNATURE DATE _____

CSA SIGNATURE AUTHORIZATION DATE _____ PHONE # _____

PRINT NAME OF CONTRACTOR
SIGNED

DCS FISCAL USE ONLY

AGOBJ	TC	MOD
FFY	ALLOT	FD
DY NO.	CC	OBJ
DUE	DESC	REF

PHONE # () _____
I certify, to the best of my knowledge, the
amounts billed have not been previously
and are in accordance with the contract
conditions.

ATTACHMENT B

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY**DATE OF ATTESTATION**